

### SECTION: REMARKS

This reply is submitted pursuant to 35 U.S.C. §132 and 37 C.F.R. §1.111. The Office Action was carefully considered by the undersigned attorney and applicant. Reconsideration of the application is respectfully requested.

As the Office Action was "Final", this reply is submitted under the provisions of 37 C.F.R. §1.116. It is believed that the amendment will require only a cursory review by the Examiner and such amendment clearly places the application in a condition for allowance. In the event that the Examiner should not find the application in a condition for allowance, the amendment is believed to remove issues for appeal and should accordingly be entered.

#### **1. Summary of the Office Action.**

Claims 1-3, 6-8, 11-15, 19 and 20 were pending.

Claims 1, 2, 6-8, 11-15, 19 and 20 stand rejected under 35 U.S.C §102(b) over Tinnerman (2,340,713)

Claim 3 stands rejected under 35 U.S.C §103(a) over Tinnerman in view of Wollar (4,865,281)

#### **2. Discussion.**

### **Claim Objections**

**Claim 20.** The examiner is thanked for pointing out the informality in claim 20. The claim has been amended to change "sharp" to --a sharp--.

### **Claim Rejections - 35 USC §102-103**

**Claims 1-3, 6-8, 11-15, and 19 .** These claims, all of the remaining claims (dependent and independent) except the sole claim 20, are cancelled without prejudice to expedite prosecution of the case to a conclusion.

**Claim 20.** This claim was rejected under 35 USC §102 as being anticipated by Tinnerman. The claim is amended to patentably distinguish and limit over Tinnerman, both alone and in combination with Wollar, by defining the invention to require:

1. that the entire structure be constructed of plastic,
2. that the lock member coupling notch comprise a post (disposed at (a) on the second side, and (b) least 1 5/8 inches from the frame 1<sup>st</sup> end), a bracket and a lip to define a coupling notch,
3. that the arm coupling notch also be defined by a bracket and lip, and

4. that the arm extend from the very second end of the frame *immediately back towards* the first end of the frame to connect on the *second side* of the frame, whereby the cable passage only opens to the second side (away from the mounting leg).

This structure and function is not shown, suggested or made obvious by Tinnerman. In contrast, Tinnerman discloses an aircraft wire clamp with:

1. a spring steel structure,
- 2/3. a hook/opening lock structure (the function of which depends upon the spring steel construction (See column 2, lines 37-44)), and
4. where the strap/arm 10 extends *outwardly and away* from the U-portion/"frame" 12 end and then back, but on the *first side* of the frame where the leg 13 is screwed to a surface A.

These differences are significant. Applicant's invention as twice amended has the advantage of positive locking and reliable holding of an electrical cable away from the connection side of the fastener and a predetermined safe distance away from a stud so that nails or screws inserted blindly through wall board later will not accidentally contact the cable. It is submitted that this amendment clearly indicates a narrower interpretation than that of the original and first amended claim, which interpretation patentably avoids the applied art. Withdrawal of the rejection is requested.

### 3. Conclusion.

The claims pending after this amendment are believed to be patentable for the reasons stated above. The amendments are believed to be supported by the specification, claims and drawings as filed. It is believed that this case is now in a condition for allowance. Reconsideration and favorable action are respectfully requested.

**Should the Examiner believe that telephone communication would advance the prosecution of this case to finality, he is invited to call at the number below.**

It is respectfully requested that, if necessary to effect a timely response, this paper be considered as a Petition for an Extension of Time under 37 CFR 1.136(a), provided a Petition is not submitted separately.

Please charge any fee due not paid by a check or credit card provided herewith, and/or charge any underpayment in any fee, and/or credit any overpayment in fee, to Deposit Account No. 19-2381.

<u>Any fees due are calculated as follows:</u>	<u>Number</u>	<u>Fee</u>
TOTAL claims remaining over that previously paid for:	None	\$0
INDEPENDENT claims remaining over that previously paid for:	None	\$0
	SUM claim fees:	\$0
EXTENSION fees:		\$225
OTHER fees:		\$0
	<u>TOTAL AMOUNT (if any)</u>	\$225.00
<input type="checkbox"/> Paid by enclosed check.		
<input checked="" type="checkbox"/> Paid by enclosed Credit Card Payment Form(s) PTO-2038.		

Respectfully submitted,



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Date: 4-29-05

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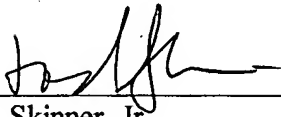
**REQUEST FOR EXTENSION OF TIME**

Pursuant to 37 C.F.R. 1.136(a), Applicant(s) requests that a 2 month extension be granted in which to file the attached communication from the applicant(s).

A \$225 payment, for a ☒ small ☐ large entity, is enclosed for the fee required under 37 CFR 1.17.

Please charge any additional or underpayment in fee due, or credit any overpayment, to Deposit Account No. 19-2381.

Respectfully submitted,



Joel D. Skinner, Jr.  
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Date: 4-29-05